

## **REMARKS**

The Action has been received and reviewed. Claims 1 through 3, 6 through 10, 12, 13, 16 through 20, and 22 through 27 are pending in the application. Claims 1 through 3, 6 through 10, 12, 13, 16 through 20, and 22 through 27 stand rejected. Claims 1 and 2 are amended herein and claim 6 is cancelled. Applicant respectfully requests consideration of Claims 1 through 3, 7 through 10, 12, 13, 16 through 20, and 22 through 27 as amended and the allowance of the pending claims.

### **35 U.S.C. § 112 Rejection**

Claim 2 stands rejected under 35 U.S.C. § 112, second paragraph, as being indefinite. Applicant respectfully traverses this rejection.

Claim 2 is amended herein and the amendments render the rejection under 35 U.S.C. § 112, second paragraph, moot. Applicant respectfully requests the withdrawal of the 35 U.S.C. § 112, second paragraph, rejection of claim 2.

### **35 U.S.C. § 102(e) Rejections**

Claims 1 through 3, 7 through 10, 12, 13, 16, 18 through 20, and 23 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Andris (U.S. Patent 5,205,441). Applicant respectfully traverses this rejection.

Independent claim 1 is amended herein to include the recitations of dependent claim 6, which recitations are admittedly not anticipated by Andris. A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. *Verdegaal Brothers v. Union Oil Co. of California*, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Because Andris does not anticipate the recitations of claim 6, Andris fails to set forth each and every element of amended claim 1 and therefore fails to anticipate claim 1. Applicant therefore respectfully requests the withdrawal of the anticipation rejection of amended claim 1.

Further, Andris fails to anticipate amended independent claim 1 because Andris fails to recite a co-acting part “wherein the turned-back edge of the bellows part rests on the top portion of the co-acting part and the bellows part co-operates with the co-acting part” as recited in claim 1. More particularly, the Action alleges that the co-acting part of Andris is part 2 and that part 2

includes “a top portion (top portion of wall 41) and an outer wall 40 (see fig. 2).” *See, Action* at p. 3. The Action alleges that Andris’ “turned-back edge 50...rests on the top portion of the co-acting part 2.” *Id.* However, the “turned-back edge 50” actually rests on a “front-side bottom wall 41” of the “pot-shaped body 40” which is not a part of the “second lower housing part 2” as alleged by the Action. If the bellows part 3 of Andris co-operates with the “co-acting part 2” as alleged in the Action, then the “turned-back edge 50” of Andris does not “rest on the top portion of the co-acting part” because the alleged “top portion of wall 41” is not a part of the “co-acting part 2,” but is rather a separate part. The failure of Andris to set forth a co-acting part as recited in claim 1 therefore precludes an anticipation rejection of claim 1.

Claims 2, 3, 7 through 10, 12, 13, 16, 18 through 20, and 23 depend from claim 1. As dependent claims of a non-anticipated independent claim, claims 2, 3, 7 through 10, 12, 13, 16, 18 through 20, and 23 are also not anticipated because Andris fails to set forth all of the recitations of the independent claim from which they depend.

For at least the foregoing reasons, Applicant respectfully requests the withdrawal of the 35 U.S.C. § 102(b) anticipation rejection of claims 1 through 3, 7 through 10, 12, 13, 16, 18 through 20, and 23.

Claims 1, 6, 7, 20, 22 and 24 through 27 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Bistolfi (EP 1 199 105). Applicant respectfully traverses this rejection.

Bistolfi at least fails to set forth “a bellows part, comprising:...a cylindrical pressure valve adjacent the thickened base at one end of the flexible wall” as recited in claim 1. The Action alleges that Bistolfi includes “a cylindrical pressure valve 63.” However, element 63 of Bistolfi is not a part of the “resiliently deformable diaphragm 22” of Bistolfi but is instead a separate “resiliently deformable ring 63.” *See, Bistolfi* at ¶ 55. Thus, Bistolfi does not set forth all of the limitations recited in independent claim 1 and therefore fails to anticipate independent claim 1. *See, Verdegaal Brothers v. Union Oil Co. of California*, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987).

Dependent claims 7, 20, 22 and 24 through 27 depend from independent claim 1 and as dependent claims of a non-anticipated independent claim, are also not anticipated.

For at least the foregoing reasons, claims 1, 7, 20, 22, and 24 through 27 are not anticipated by Bistolfi.

Applicant respectfully requests the withdrawal of the 35 U.S.C. 102 rejection of the claims and the allowance of claims 1 through 3, 7 through 10, 12, 13, 16 through 20, and 22 through 27

**35 U.S.C. § 103(a) Rejections**

Claim 17 stands rejected under 35 U.S.C. § 103(a) as being obvious in light of the combination of Andris in view of Santagiuliana (U.S. Pat. 6,715,649). Applicant respectfully traverses this rejection.

Claim 17 is a dependent claim which depends from independent claim 1. As a dependent claim of a nonobvious and non-anticipated independent claim, claim 17 is also nonobvious. *See, M.P.E.P. §2143.03 (citing, In re Fine, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) (“If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious.”)).*

For at least the foregoing reasons, Applicant respectfully requests the withdrawal of the 35 U.S.C. § 103(a) rejection of claim 17.

**ENTRY OF AMENDMENTS**

The amendments to claims 1 and 2 should be entered by the Examiner because the amendments are supported by the as-filed specification and drawings and do not add any new matter to the application. Further, no additional claim fees are believed to be required.

### CONCLUSION

Claims 1 through 3, 7 through 10, 12, 13, 16 through 20, and 22 through 27 are believed to be in condition for allowance, and an early notice thereof is respectfully requested. Should the Examiner determine that additional issues exist which might be resolved by a telephone conference, they are respectfully invited to contact the Applicant's undersigned representative.

The Director is hereby authorized to charge any additional fees or underpayments of fees under 37 C.F.R. §§ 1.16 and 1.17, or to credit any overpayments, to Deposit Account Number 13-2500. Applicant is a large entity.

Respectfully Submitted,

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